

eir Value Business Multi Line Plan Facility

“**The Company**” means eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389. Branch Address: 1 Heuston South Quarter, St. John’s Road, Dublin 8, Ireland. © 2015 eircom. All rights reserved and any successor thereto;

“**Customer**” means a person with whom eir makes, has made or, is deemed to have an agreement for the provision to such person of a telecommunications service and also means a person to whom such service has been or, is being provided.

“**The eir Value Business Multi Line Plan Facility**” is a facility whereby a telephone customer connected to the fixed line network may, on payment of a Charge, avail of a tariff Scheme entitling them to certain Benefits and Features together with a Rental Allowance on a single line telephone account. The facility shall consist of 6 individual voice plans.

“**the Facility**” means the eir Value Business Multi Line Plan Facility;

“**eligible Multi-Line Discount calls**” means local calls and Customer direct dialled calls made between exchanges in the State and from exchanges in the State to exchanges in Northern Ireland and from exchanges in the State to exchanges outside the State excluding eir Value business plan multi-line excluded calls;

“**eir value business plan multi-line excluded calls**” means calls to the Eirpac service, calls to other packet switched networks, calls made to Premium Rate Telephone Service, calls to Directory Enquiry Service, calls to certain Phone Services, Teleconferencing calls, calls made by use of the Virtual Private Network facility, Freefone 1800 calls received by the customer, CallSave 1850 calls received by the customer, LoCall 1890 calls received by the customer, non-geographic shortcall calls received by the customer, calls made to the Eirpage 08224 service, calls made to the Local 0818 service; calls made by the customer to CallSave 1850, SMS (Short Messaging Service) Calls made by the Customer, calls made by the customer to LoCall 1890, calls made by the customer to UK Freefone numbers e.g. 0800 and 0845 calls, calls made to Internet Access 1891, calls made to Internet Access 1892 and calls made to Flat Rate Internet Access 1893, and calls made to Inmarsat, Iridium, EMSAT, and Skyphone mobile telephony systems, calls made to VOIP;

“**VOIP**” means Voice Over Internet Protocol using 076 prefix:

- 1 The company may provide a facility, in www.eir.ie/pricing referred to as “eirValue Business Multi Line Plan Facility” to telephone customers generally or to such groups of telephone customers as it shall determine whereby a telephone customer connected to the fixed line network may, on payment of a Charge, avail of a tariff Scheme entitling them to certain Benefits and Features together with a Rental Allowance on a single line telephone account. The facility shall consist of 6 individual voice plans.
- 2 The Customer hereby agrees to avail of the Facility, subject to the provisions of eir’s General Terms & Conditions and the eir Price List
- 3 in force for the time being (hereinafter referred to as “the Agreement”). Use of the Facility by the Customer shall be deemed to be an acceptance by the Customer of these terms and conditions.
- 4 The Customer shall, without prejudice to the Customer’s right to terminate this Agreement under due notice, pay on demand such Charges as may be fixed from time to time by, or in accordance with this Agreement in respect of the Facility.
- 4 The Charge shall be applied in the following manner:
 - 4.1 Rental Allowance: The subscription fees for the individual plans within the Facility do not include any line rental allowance. The subscription fees for the plans include a fixed amount of local/national minutes and a fixed volume of any network mobile minutes.
 - 4.2 Once the Customer has exhausted the Call Minutes applicable to the package, call minutes in excess thereof shall thereafter be charged at eir peak base rates as set out above, such peak base rates to apply at all times including evenings and weekends.

Calls charges are on a per-minute basis and calls are rounded to the next minute.
 - 4.3 In the event of Call Minutes not being exhausted by a Customer in a Billing Cycle, any unused Call Minutes shall not be carried forward to the Customer’s next Billing Cycle and will be deemed to have been forfeited by the customer.

- 5 It shall be a condition of the application of the Facility that Customers availing of this Facility shall not be entitled to avail of any other discount facility, which may be available in respect of eligible Value Voice Plans Calls or any other Calls in respect of which the Customer avails of reduced rates as part of this Facility.
- 6 The Facility will be implemented on the Customer's account as soon as possible after a sufficient period is allowed to set-up the Customer. Once implemented all calls made by the Customer in the Billing Cycle in which the Customer commences to avail of the Facility shall, where eligible to avail of the Facility, be charged for at the rates provided for in the Facility.
- 7 This Agreement is terminable by the Customer giving notice to the Company. On termination of this Agreement by either party, all associated features of the Facility shall no longer apply to the Customer's account. Where the Facility is terminated by the Customer in a Billing Cycle all calls charged for in that Billing Cycle in which the Facility is terminated by the Customer shall be charged for at standard rates.
- 8 For out of package calls (Out of package calls are all calls other than Free mobile Minutes and Local & National calls included in the package).
 - (i) peak hours are from 7am to 7pm Monday to Friday including Public and Bank Holidays that fall Monday to Friday.
 - (ii) call charges are on a per-minute basis, and all charges are rounded up to the nearest whole minute.
 - (iii) In addition, charges per call are rounded up to the nearest cent prior to the addition of the Set-Up fee.
- 9 One month's notice will be given to the Customer of any increase in either the charges for calls made from the telecommunications line rented by the Customer or in the rentals for the telecommunications line(s) or equipment. Full details of all eir's current charges can be obtained by visiting www.eir.ie/pricing or by contacting Freefone 1800 601 701 (Business Customers).
- 10 In the event of changes notified by eir to these terms and conditions, you may terminate this Agreement, without charge, by serving notice in writing prior to the date of implementation of such changes. You will be deemed to have accepted any implemented changes, by continuing to use the Services.
- 11 Unless otherwise agreed or eir otherwise decides, all monies due to eir by the Customer become payable as soon as an account or demand therefore is issued to the Customer. Unless otherwise agreed or eir otherwise decides, payment shall be due within fourteen days of the date of the issue of the account, unless otherwise stipulated within the Customer's direct debit agreement terms. The Customer can view their phone bill, the methods of payment and make a payment by Laser/Visa Debit Card or set up a Direct Debit by visiting www.eir.ie For Bill enquiries, Business Customer can contact us on Freefone 1800 601 701.
- 12 eir will try to resolve any dispute with the Customer as quickly as possible. All complaints received by letter, fax or e-mail will be acknowledged within two working days of receipt. The Customer will be provided with a unique reference number and advised of the expected investigation and resolution timelines. Details of our complaint handling procedures and how to log a complaint are set out in eir's Customer Care Code of Practice for Complaint Handling, which can be viewed by visiting www.eir.net/codeofpractice. The Customer can log a complaint by contacting Freefone 1800 601 701 (Business customers) or by sending a fax to our Customer Care Centre at 1800 200 480. In the event the parties cannot agree the Customer may refer the dispute to any recognised dispute resolution service in accordance with the Customer Care Code of Practice for Complaint Handling.
- 13 These terms and conditions together with the eir General Terms and Conditions and the eir Price List constitutes the entire agreement between the parties in relation to the Facility.
- 14 The Customer can obtain further support or information on all available Business Tariff Plans on www.eir.ie/business or by contacting Freefone 1800 601 701.